

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Dionicio Melchor Gomez (a.k.a. Nicho),
*individually and on behalf of others similarly
situated,*

Plaintiff,

-against-

Wei Ling Chinese Restaurant LLC (d/b/a Taste
Good), Wei Jun Wu, Diana Wu, Xiu Ghou, and
Jane Doe,

Defendants.

18-cv-04308-VSB

**SETTLEMENT AGREEMENT
AND
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Dionicio Melchor Gomez (a.k.a. Nicho) ("Plaintiff Melchor") on the one hand, Wei Ling Chinese Restaurant LLC (d/b/a Taste Good) ("Defendant Corporation"), Wei Jun Wu and Diana Wu ("Individual Defendants"), (collectively, "Defendants"), on the other hand.

WHEREAS, Plaintiff Melchor alleges that he worked for Defendants as an employee; and

WHEREAS, a dispute has arisen regarding Plaintiff Melchor's alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, Civil Action No: 18-cv-04308-VSB (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff Melchor, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final

satisfaction of any and all claims or potential claims Plaintiff Melchor may have against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff Melchor, the gross sum of Forty Thousand Dollars and No Cents (\$40,000.00) (the "Settlement Amount") to be paid to Plaintiff Melchor's attorneys in Thirty-Six ("36") installments, as follows:

- (a) Installment One: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within thirty (30) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.
- (b) Installment Two: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within sixty (60) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.
- (c) Installment Three: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within ninety (90) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.
- (d) Installment Four: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within one hundred twenty days (120) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.
- (e) Installment Five: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within one hundred fifty days (150) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(f) Installment Six: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within one hundred eighty days (180) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(g) Installment Seven: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within two hundred ten days (210) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(h) Installment Eight: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within two hundred forty days (240) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(i) Installment Nine: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within two hundred seventy days (270) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(j) Installment Ten: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within three hundred days (300) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(k) Installment Eleven: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within three hundred thirty days (330) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd

Street, Suite 4510, New York, New York 10165.

(l) Installment Twelve: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within three hundred sixty days (360) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(m) Installment Thirteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within three hundred ninety days (390) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(n) Installment Fourteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within four hundred twenty days (420) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(o) Installment Fifteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within four hundred fifty days (450) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(p) Installment Sixteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within four hundred eighty days (480) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(q) Installment Seventeen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C., " for immediate deposit, due within five hundred ten days (510) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd

Street, Suite 4510, New York, New York 10165.

(r) Installment Eighteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within five hundred forty days (540) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(s) Installment Nineteen: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within five hundred seventy days (570) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(t) Installment Twenty: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within six hundred days (600) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(u) Installment Twenty-One: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within six hundred thirty days (630) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(v) Installment Twenty-Two: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within six hundred sixty days (660) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(w) Installment Twenty-Three: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within six hundred ninety days (690) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East

42nd Street, Suite 4510, New York, New York 10165.

(x) Installment Twenty-Four: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within seven hundred twenty days (720) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(y) Installment Twenty-Five: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within seven hundred fifty days (750) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(z) Installment Twenty-Six: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within seven hundred eighty days (780) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(aa) Installment Twenty-Seven: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within eight hundred ten days (810) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(bb) Installment Twenty-Eight: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within eight hundred forty days (840) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(cc) Installment Twenty-Nine: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within eight hundred seventy days (870) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located

at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(dd) Installment Thirty: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within nine hundred days (900) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(ee) Installment Thirty-One: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within nine hundred thirty days (930) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(ff) Installment Thirty-Two: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within nine hundred sixty days (960) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(gg) Installment Thirty-Three: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within nine hundred ninety days (990) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(hh) Installment Thirty-Four: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within one thousand twenty days (1020) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(ii) Installment Thirty-Five: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Four Cents (\$740.74) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Seven Cents (\$370.37) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within one thousand fifty days (1050) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd

Street, Suite 4510, New York, New York 10165.

(jj) Installment Thirty-Six: One post-dated check in the amount of Seven Hundred Forty Dollars and Seventy-Seven Cents (\$740.77) made payable to "Dionicio Melchor Gomez" and one post-dated check in the amount of Three Hundred Seventy Dollars and Thirty-Eight Cents (\$370.38) made payable to "Michael Faillace and Associates, P.C.," for immediate deposit, due within one thousand eighty days (1080) days after court approval of this Agreement, to be delivered to Plaintiff's counsel at their offices located at 60 East 42nd Street, Suite 4510, New York, New York 10165.

(kk) Within 30 days of this Agreement being approved by the Court, the post-dated checks/payments, as set forth in the schedule enumerated above, shall be delivered to the office of Michael Faillace & Associates, P.C. to the attention of Michael Faillace, Esq., 60 East 42nd Street, Suite 4510, New York, NY 10165. Failure to deliver said checks shall constitute a default under the Agreement.

(ll) From the total Settlement Amount, a total of \$13,333.33, representing one-third of the total settlement amount, shall be paid to Michael Faillace and Associates, P.C., as attorney's fees and costs. The remaining \$26,666.67, representing two-thirds of the total settlement amount, shall be paid to the Plaintiff. The breakdown of each individual installment payment is set forth above. The Plaintiff expressly understands and agrees that he shall be solely responsible for the payment of all federal, state and local taxes due on the Settlement Amount. As a necessary precondition to payment of the Settlement Amount, both Michael Faillace and Associates, P.C. and the Plaintiff must each provide counsel for Defendant with properly completed, duly executed IRS Forms W-9. Defendants shall annually issue IRS Forms 1099 to Plaintiff and to Michael Faillace and Associates, P.C. in connection with the payment of the Settlement Amount.

(mm) Concurrently with the execution of this Agreement, Defendants Wei Ling Chinese Restaurant LLC (d/b/a Taste Good) and Diana Wu shall each execute and deliver to Melchor's counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto as Exhibits respectively. The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiff Melchor's counsel, and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above, i.e., one of the postdated checks fails to clear, or Defendants fail to deliver the payments to Melchor's counsel within thirty (30) days of the Court approving the Agreement, and (ii) Defendants fail to cure such default within ten (10) business days of receipt of written notice (to be delivered directly to Defendants via email, as Defendants acknowledge that their present counsel, Kaufman, Dolowich & Voluck, LLP, by Muhammad Ikhlas, Esq., shall be discharged following final execution and acceptance of the Agreement by the Court and initial payment(s) provided for therein. Default notices shall be emailed to Diana Wu, whom Defendants expressly acknowledge as duly authorized to receive such notices on Defendants' behalf, at dianaawu@gmail.com. Any such Notice of Default shall be deemed received five (5) days after it is emailed.

2. Release and Covenant Not To Sue: Plaintiff Melchor hereby irrevocably and unconditionally releases from and forever discharges and covenant not to sue Defendants, and

for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which each Plaintiff Melchor at any time has, had, claims or claimed to have against Defendants relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement. Similarly, Defendants release and discharge Plaintiff Melchor from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiff Melchor relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement.

3. **No Admission of Wrongdoing:** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. **Modification of the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff Melchor and Defendants.

5. **Acknowledgments:** Plaintiff Melchor and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. **Notices:** Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff Melchor:

Michael Faillace, Esq.
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: michael@faillacelaw.com

To Defendants:

Diana Wu
18 West 25th Street
Restaurant
New York, NY 10010

Tel: (212) 741-3223
Email: dianaawu@gmail.com

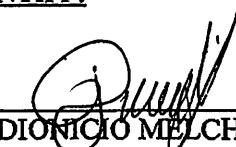
7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff Melchor agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendants advised Plaintiffs to discuss the terms of this Agreement and release of claims with their legal counsel and Plaintiffs acknowledge that they have consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiff Melchor acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that each of them made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiff Melchor confirms that this Settlement Agreement and Release has been translated to him in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

PLAINTIFF:

By: 
DIONICIO MELCHOR GOMEZ

Date: 10-3-2019

DEFENDANTS:

By: 
WEI LING CHINESE RESTAURANT LLC

Date: 10/1/19

By: 
WEI JUN WU

Date: 10/1/19

By: 
DIANA WU

Date: 10/1/19

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK

----- x
Dionicio Melchor Gomez (a.k.a. Nicho), :
individually and on behalf of others :
similarly situated, : Index No.: 18-cv-04308-VSB
Plaintiff, :
-against- : **AFFIDAVIT OF CONFESSION OF**
Wei Ling Chinese Restaurant LLC (d/b/a :
Taste Good), Wei Jun Wu, Diana Wu, and :
Xiu Ghou, : **JUDGMENT**
Defendants.
----- x

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

1. I reside in KINGS County.

2. I, Diana Wu, am the President Wei Ling Chinese Restaurant LLC (d/b/a Taste Good). I am duly authorized to make this affidavit of confession of judgment on behalf of Wei Ling Chinese Restaurant LLC (d/b/a Taste Good).

3. Wei Ling Chinese Restaurant LLC (d/b/a Taste Good), maintains its principal place of business in New York County at 18 W 25th Street New York, NY 10010.

4. Pursuant to the terms of the Settlement Agreement and Release by and between Dionicio Melchor Gomez (each a "Plaintiff" and collectively, "Plaintiffs") and Wei Ling Chinese Restaurant LLC (d/b/a Taste Good), Wei Jun Wu and Diana Wu (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against Wei Ling Chinese Restaurant LLC (d/b/a Taste Good) in favor of Plaintiff for the sum of Forty Thousand Dollars and No Cents (\$40,000.00), less any payments made under the Settlement Agreement.

5. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$40,000.00 to Plaintiff. The amount of this affidavit of confession of judgment represents the settlement amount of \$40,000.00.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and

provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$40,000.00 (less any amounts already paid to Plaintiff pursuant to the above schedule), against Wei Ling Chinese Restaurant LLC (d/b/a Taste Good).

Wei Ling Chinese Restaurant LLC

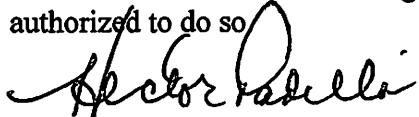
By: 

Diana Wu

Title: President

STATE OF NEW YORK)
COUNTY OF New York) ss.:

On Oct 1st, 2019, before me personally came Diana Wu, to me known, who, by me duly sworn, did depose and say that deponent resides in Kings County, and that deponent is the President of Wei Ling Chinese Restaurant LLC the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of Wei Ling Chinese Restaurant LLC and was authorized to do so.



Notary Public

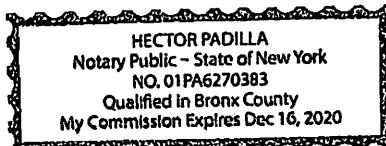


EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK

----- x

Dionicio Melchor Gomez (a.k.a. Nicho) :
individually and on behalf of others similarly :
situated, : Index No.: 18-cv-04308-VSB

Plaintiff, :
-against- : **AFFIDAVIT OF CONFESSION OF**
Wei Ling Chinese Restaurant LLC (d/b/a : **JUDGMENT**
Taste Good), Wei Jun Wu, Diana Wu, and :
Xiu Ghou, :
: Defendants.

----- x

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

1. I reside in KING'S County.

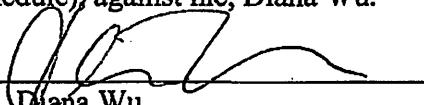
2. Pursuant to the terms of the Settlement Agreement and Release by and between Dionicio Melchor Gomez (each a "Plaintiff" and collectively, "Plaintiffs") Wei Ling Chinese Restaurant LLC (d/b/a Taste Good), Wei Jun Wu and Diana Wu (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me individually and in favor of Plaintiff Melchor for the sum of Forty Thousand Dollars and No Cents (\$40,000.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiff Melchor under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$40,000.00 to Plaintiff Melchor. The amount of this affidavit of confession of judgment represents the settlement amount of \$40,000.00

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

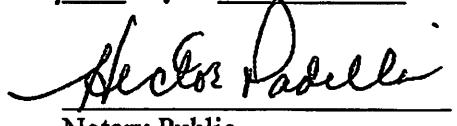
5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and

entered in the Supreme Court of the State of New York as a judgment for \$40,000.00 (less any amounts already paid to Plaintiff pursuant to the above schedule) against me, Diana Wu.



Diana Wu

Sworn to before me this
1st day of October 2019



Hector Padilla
Notary Public

